



Center for Organ Recovery & Education

A Pledge for Life

204 Sigma Drive • RIDC Park
Pittsburgh, PA 15238
800-DONORS-7 or (412) 963-3550
Fax: (412) 963-3564
www.core.org

Dear Potential Independent Contractor Surgical Staff Member,

Thank you for your interest in becoming a contracted Operating Room Nurse (Circulator), Surgical Technologists, Echo Technologist, or CRNA for CORE. In order to adhere to the various standards and regulations to which we must comply, we require the following:

1. A copy of your current License, and/or Certification document
2. Per Diem Information Form
3. The signed Confidentiality Agreement Form
4. Your review of the enclosed Code of Conduct Policy and Procedure, and the acknowledgment form signed
5. Your review of the Memorandum of Expectations, and the Corporate Compliance Principles contained therein, and required signature
6. Completed W-9 Form
7. Completed and Signed Independent Contractor Agreement
8. Background Authorization Agreement

Please return all information to CORE either via mail or email to perdiem@core.org.

Please call with any questions regarding the enclosed paperwork and documents.

We appreciate your willingness to work with our organization and save lives through organ and tissue donation.

Human Resources Office:
412-963-3550
Fax: 412-850-4864

MISSION: To *Save* and *Heal* lives through donation.

VISION: All potential donors will make *A Pledge for Life*.

VALUES: Compassion ♥ Education ♥ Innovation ♥ Integrity ♥ Life ♥ Quality ♥ Respect ♥ Responsiveness





Per Diem Information Form

Name: _____ Title: _____

License/Certificate Type: _____ # _____

Address: _____ Cell Phone: _____

_____ Home Phone: _____

_____ Work Phone: _____

Email Address: _____ Pager No. _____

Emergency Contact:

Name: _____ Relationship: _____

Phone: _____

You will need to email your availability each month to CORE at perdiem@core.org.



Memorandum of Expectation – Independent Contractor Surgical Staff

As Independent Contractor Surgical Staff for CORE, you will be required to submit your schedule (days and hours of availability) on a monthly basis. This schedule may be submitted by mail, fax or email. No schedule will be taken over the phone.

Once your schedule has been submitted and you are placed on-call, it is expected that you are available for cases. If for any reason you become unavailable on a day that you are scheduled to be on, it is your responsibility to remove yourself from the call list prior to being contacted. It is also your responsibility to place yourself back on-call. If/When the third case is refused, you will be permanently removed from the Independent Contractor List and will no longer be contacted for cases.

Once CORE becomes involved in a case, a circulator and scrub tech will be selected from the list of available Independent Contractor staff for that day. Normally, you will be notified at least three hours prior to the OR set time. You will meet CORE staff in the ER area, assist with taking the necessary equipment to the OR, and change into the hospital's scrubs.

The CORE Recovery Coordinator (RC) will assist you in set-up of the OR. You will need two bovies, two suctions (extra canisters - IO), mayo stand, three IV poles, back table for the scrub tech, an additional back table for each organ and two slush machines, if available. The CORE RC will provide you with all necessary documentation including: Pick Sheets, Count Sheet, Sharps Document, CORE Operative Record and Reimbursement Form. You will also be provided with the instrument trays, OR pack and other disposables.

Once the OR is set, you will perform your initial counts. When the donor enters the OR, the circulator and/or scrub tech will identify the donor, review the death note and consent documents with the CORE Organ Procurement Coordinator (OPC) and/or RC, and assist the team in positioning the donor. Bovie pads x 2 are to be placed. Generally, the transplant surgeons will perform the shave and skin preps. The recovery will then begin. As the case is ending, you will initiate and document your final counts. DO NOT allow the surgeon to close the incision until you have accurately completed those counts. When the recovery is complete, you will assist CORE staff in transferring the donor from the OR table to the morgue gurney and post - mortem care. You will also assist CORE staff with cleaning the room and removing the trash.

A reimbursement check from CORE will be mailed approximately 15 days from the date of receipt of all required forms. Please note that no taxes will be withheld from the Independent Contractor rate.

CORE does have liability coverage for this process.

As an Independent Contractor Surgical Staff for CORE, it is your responsibility to conduct yourself in a professional manner while performing your assigned duties. As such, it is also your responsibility to familiarize yourself with the CORE Code of Conduct and behave in a manner consistent with the principles contained therein while in performance of your duties.



As an Organ Procurement Organization, CORE is regulated by numerous governmental and non-governmental agencies. As such, it is necessary that CORE Independent Contractor Staff conduct themselves in accordance with the following Corporate Compliance Principles:

1. Legal and Regulatory
 - a. No falsification of hours/cases worked
 - b. No fraudulent activity of any kind
 - c. No discrimination or harassment of any kind
 - d. Reporting to the Director of HR if you have been placed on the Center for Medicare and Medicaid Services Office of the Inspector General exclusion list for any reason
2. Business Ethics
 - a. Communicating honestly and maintaining integrity at all times
3. Confidentiality
 - a. Treating all donor/recipient information as though it was covered by HIPAA
4. Business Relationships
 - a. No accepting of gifts or gratuities in relation to your work as a CORE independent contractor

By signing below, you acknowledge your understanding of this document and further agree to accept and abide by all requirements contained herein.

Name (Print)

Date

Signature



Center for Organ Recovery & Education (CORE) Confidentiality Agreement

The Center for Organ Recovery & Education (CORE) is obligated to protect confidential donor and confidential business information from inappropriate disclosure unless otherwise indicated. Any and all information concerning business and donor information should be considered confidential and privileged and is to be held in the strictest confidence. It is the responsibility of all authorized users of CORE's information, either business or donor-related, to safeguard against inappropriate disclosure, loss, tampering, or use by unauthorized persons. Any user of CORE's information, either business or donor-related, who discloses confidential business or confidential donor information, will lose access to such information and will be subject to corrective action including, but may not be limited to, termination of this agreement, and in the case of a CORE employee, immediate termination of employment.

By my signature below, I certify that I understand and agree to the following:

1. It is my responsibility to be familiar with and abide by all applicable CORE Policies and Procedures.
2. I understand that any oral communications regarding sensitive donor, business, personnel, or research related information must be conducted with discretion. I will avoid conversations involving sensitive information in elevators, hallways, buses, lunchrooms, and other areas where individuals not directly involved can overhear the conversation.
3. My account name and password are the equivalent of my signature for use of CORE systems. I am responsible for all entries of data and information that I record into the CORE systems under my account name and password. I will not disclose my account name or password to anyone except as directed by CORE administration and I will not allow anyone to use my account name or password to gain access to the CORE system. I will not attempt to learn another person's account name or password and I will not attempt to gain access to the CORE system using an account name other than my own.
4. If I have reason to believe that the confidentiality of my account name or password has been compromised, I will immediately notify CORE administration.
5. Except in the case of an emergency, I will not leave a computer terminal, which I have logged into, unattended. It is my responsibility to lock the terminal or log out of the computer terminal.
6. If I have been granted access to financial data, I will access fiscal data only as required by my responsibility. Under no circumstances will I provide any financial data regarding CORE to any unauthorized persons without express permission by CORE administration.
7. I understand that CORE has the capability and right to conduct an audit of my activities as they relate to CORE at any time.



8. I understand that State and Federal laws require keeping donor records and personnel information confidential and that there are statutes specifically mandating the confidentiality of, among other things, mental health, HIV, and drug and alcohol-related information. I understand that donor, business, or personnel information is never to be released to any unauthorized person. Any fraudulent violation of confidentiality or any of the above provisions may result in loss of systems access and corrective action up to and including immediate termination of employment.

Signature

Name (Printed)

Date



Independent Contractor Agreement

This independent contractor agreement (the "**Agreement**") is made and entered into as of the date _____ (the "**Effective Date**") between the Center for Organ Recovery & Education (the "**Company**"), a Pennsylvania non-profit company, and _____, a duly qualified operating room nurse and/or scrub technician (the "**Contractor**") (collectively, the "**Parties**").

The Company requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and

The Parties therefore agree as follows:

1.0. Termination.

1.1 This agreement is terminable at the will of either party, and in accordance with the attached Memorandum of Expectation.

2.0. Contractor Services.

2.1. During the contractual relationship, the Company may engage the Contractor to provide the services, in accordance with the terms set forth in the attached Memorandum of Expectation - Independent Contractor Surgical Staff, as needed (the "Services"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable).

2.2. The work performed by the Contractor shall be performed at the payment rate determined by Company and agreed to by Contractor at the time of service. Company reserves the right to reevaluate the payment rate at reasonable intervals. If the Company determines that it is necessary to change the rate, Contractor shall be informed prior to the commencement of performance. A reimbursement check from the Company will be mailed approximately 15 days from the date of receipt of all required forms.

2.3. The Company shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

3.0. Independent Contractor Status.

3.1. The Parties intend that the Contractor be engaged as an independent contractor of Company. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

3.2. The Contractor may not act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner.



3.3. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4.0. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

5.0. **Indemnification.** The Contractor shall indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement.

6.0. **Confidential Information.**

6.1 Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, financial information, employee and customer information, protected health information, and any other information that the receiving Party reasonably should know is confidential ("Confidential Information") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

6.2 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a

confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

7.0. **Liability.** EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.



8.0 Miscellaneous Provisions.

8.1 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

8.2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

8.3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

8.4. This Agreement shall not be assigned by either party.

8.5. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

8.6. This Agreement is to be governed by and construed in accordance with the laws of the State of Pennsylvania without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Pennsylvania. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, having jurisdiction in the state of Pennsylvania.

8.7. Each party hereby represents and warrants that it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs. In the event that either party becomes debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs, this Agreement can be immediately terminated.

[THIS SPACE INTENTIONALLY LEFT BLANK]



The Parties are signing this Agreement on the date stated in the introductory clause.

By: _____

Name: _____

Title: _____

CORE

Policies and Procedures

POLICY #: HR 010	PAGE 1 OF 2
MANUAL: Human Resources	ORIGINAL POLICY DATE: 8/08
REVIEWER(S): Director of Human Resources	REVISION DATE: 7/21/10, 2/7/14, 1/21/16, 4/2/21
	APPROVAL DATE:7/21/10, 2/5/16, 4/10/21
POLICY NAME: Code of Conduct	IMPLEMENTATION DATE:7/21/10, 2/5/16, 5/4/21

Policy

It shall be the policy of CORE that employees meet professional standards of behavior, knowledge, and skills.

Purpose

The purpose of this policy is to provide standards of professionalism and ethics for employees to adhere to in their daily work practice. CORE strives to assure that breaches of these principles may be cause for disciplinary review. Disciplinary actions may include verbal or written warnings up to and leading to termination of employment.

Scope

This policy applies to all CORE employees, Contractors and employees of other entities acting on behalf of CORE.

CORE's Code of Conduct

1. CORE Employees shall:
 - 1.1. Promptly inform the President/CEO with any evidence that raises a substantial question of falsification of information or misuse of CORE property, fraudulent use of CORE property, or any other document or misrepresentation of CORE property.
 - 1.2. Respect appropriate professional boundaries in their interactions with customers, potential donors/donors, and donor families.
 - 1.3. Avoid behavior that would pose a threat or potential threat to the health, well-being or safety of a CORE staff member, customers of CORE within the community, potential donors/donors and donor families.
 - 1.4. Recognize and understand their professional and personal limitations.
 - 1.5. Perform their duties without impairment from substance abuse, cognitive deficiency, or mental illness. If an employee has a diagnosed cognitive deficiency or mental illness that begins to impact the ability of the employee to perform their duties, they will report it directly to their supervisor, Director, or the Director of Human Resources.
 - 1.6. Maintain and demonstrate the ability to function within their chosen areas of employment safely and competently.
 - 1.7. Protect the confidentiality of the information handled by CORE staff members concerning our staff and our customers both inside and outside the organization.
 - 1.8. Handle conflicts quietly and privately at appropriate times when all parties can speak respectfully and courteously to one another.
 - 1.9. Provide a positive image through personal grooming and hygiene.
2. CORE Employees shall not:
 - 2.1. Engage in cheating or other dishonest behavior that violates CORE's Mission and Values.

CORE

Policies and Procedures

POLICY #: HR 010	PAGE 2 OF 2
MANUAL: Human Resources	ORIGINAL POLICY DATE: 8/08
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	APPROVAL DATE:7/21/10, 2/5/16, 4/10/21
POLICY NAME: Code of Conduct	IMPLEMENTATION DATE:7/21/10, 2/5/16, 5/4/21

- 2.2. Obtain, attempt to obtain or assist others in obtaining donor information, or maintaining eligibility, certification, or recertification through deceptive means.
- 2.3. Manufacture, modify, reproduce, distribute or use a fraudulent or otherwise unauthorized CORE document.
- 2.4. Represent themselves in any way that would compromise CORE or the donation process.
- 2.5. Breach any confidential information obtained internally or externally related to CORE its customers or Donors during the course of employment with CORE or after termination of employment.
- 2.6. Verbally or physically intimidate any staff member at any time, engage in loud vocalizing within any nursing or surgical unit of the hospital, use insulting language toward any staff member, patient or family member, engage in disparaging remarks about other professionals being discussed in open or without the benefit of a dialogue, throwing objects, use of threatening or abusive language, use of profanity or similarly offensive language, and inappropriate physical contact with an individual that is threatening, intimidating, or unwelcome.



CORE Code of Conduct Policy

I have received a copy of CORE's Code of Conduct Policy, and it has been reviewed with me. I fully understand that it is my primary responsibility to ensure that I behave and conduct myself within the confines of CORE's Code of Conduct and any applicable laws and regulations in performance of my contractual duties on behalf of CORE.

My signature is an acknowledgement of the above statements.

Signature

Date

Name (Printed)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Background Authorization Agreement

I, _____ hereby authorize CORE (the "Company") of 204 Sigma Drive, Pittsburgh, Pennsylvania 15238, and/or its agents to make investigation of my background, references, character, past employment, consumer reports, education, and criminal history record information which may be in any state or local files, including those maintained by both public and private organizations, and all public records, for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualifications for employment. A telephone facsimile (fax) or xerographic copy of this consent shall be considered as valid as the original consent.

I hereby consent to the Company's verification of all the information I have provided on my application form. I also agree to execute as a condition of employment or a condition of continued employment any additional written authorization necessary for the Company to obtain access to and copies of records pertaining to this information. I also hereby authorize the Company's access to any medical histories or records pertaining to me (and any other individuals who due to my employment may be covered by any Company medical or other insurance program). With regard to the foregoing disclosures, I hereby agree to release any person, company, or other entity from any and all causes of action that otherwise might arise from supplying the Company with information it may request pursuant to this release. I understand that any false answers or statements, or misrepresentations by omission, made by me on this application or any related document, will be sufficient for rejection of my application or for my immediate discharge should such falsification or misrepresentations be discovered after I am employed.

Applicant: _____